

# **SUPPLEMENTARY CONDITIONS APPLICABLE TO CONCRETE PUMPING 2021**

## **TO BE READ IN CONJUNCTION WITH THE CPA MODEL CONDITIONS FOR THE HIRING OF PLANT 2021**

**EXPLANATORY NOTE:** These Supplementary Conditions are used, partly, to raise the awareness of the Hirer's responsibility when requiring a concrete pumping operation; and, to define contractually the extent of the Owner's and Hirer's responsibilities as between themselves.

For the avoidance of doubt, when the hire is subject to the CPA's Model Conditions for the Hiring of Plant 2021 ("CPA's Model Conditions"), the Owner is not a specialist sub-contractor and/or a subcontractor of the Hirer. The Owner will supply Plant pursuant to the CPA Model Conditions together with these Supplementary Conditions to form the Contract between the Owner and the Hirer.

### **1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 These Supplementary Conditions are applicable to the hire of concrete pumps and associated Plant only ("Pump") and shall be referred to as the "Supplementary Conditions".
- 1.2 Unless the context suggests otherwise words and terms in the Supplementary Conditions shall have the same meaning as in the CPA Model Conditions.
- 1.3 If any conflict shall appear between any provisions of the Supplementary Conditions and the provisions of the CPA Model Conditions then the former shall prevail.

### **RESPONSIBILITIES OF THE HIRER**

#### **2. CONCRETE SUPPLY**

The Hirer is solely responsible for the provision of a supply of a suitable and sufficient supply of concrete of a consistency, which is readily pumpable at a suitable rate. The Hirer shall be responsible for informing the Owner of the nature and extent of any additives that may be incorporated into the concrete. The Owner accepts no responsibility for delays in output arising from the Hirer's failure in this respect. The Hirer is also solely responsible for ensuring that the concrete supplied is of a quality and strength suitable and sufficient for their purposes.

#### **3. MANAGEMENT OF THE CONCRETE PUMPING OPERATION**

The Hirer will be fully responsible for the management of the entire pumping operation in accordance with the terms of the Contract. The Hirer shall provide at their own expense, and ensure that a competent supervisor is in attendance at the beginning, throughout and at the end of the pumping operation to assist the operator.

#### **4. SAFETY**

A safe system of work will be established by the Hirer and this must be followed for each concrete pumping operation under the Construction Plant-hire Association's Best Practice Guide for the Safe Use of Concrete Pumps, and in accordance with British Standard 8476:2007 or subsequent amendments, whether it is for an individual pour or a series of pours.

#### **5. FACILITIES**

The Hirer shall provide the following facilities without charge to the Owner for such times as is reasonably required during the Hire Period:

- 5.1 Cement for grouting the pipelines at the rate of 50kg per 20 metres between the Pump and the point of discharge.
- 5.2 An adequate piped water supply at the Pump position.
- 5.3 Temporary light at the Pump position and along the pipeline when required.
- 5.4 Facilities for washing out the Pump and adequate assistance in cleaning any spillage. The Hirer is responsible for the removal of concrete and waste cementitious water. This must be done in compliance with all current environmental legislation and guidance.

- 5.5 The Hirer must indemnify the Owner should any such event occur in which the Pump will operate, including but not limited to concrete/oil spillages whether resulting from a burst pipe, overspray, dripping, or boom movement. The Hirer must adequately protect the surrounding areas in which the Pump will operate.
- 5.6 The Hirer shall ensure that sufficient competent labour is made available to assist the Operator prior to pumping, during pumping and on completion of pumping; and if necessary when the pump leaves the site of operations.
- 5.7 Any additional labour required in respect of pipeline erection or dismantling.
- 5.8 Suitable supports for pipelines and anchorage points for vertical pipelines.
- 5.9 All access scaffold and ladders necessary for the safe and proper execution and progress of the work. The Owner has not included the cost of providing, erecting or moving any necessary scaffold.
- 5.10 In addition to clauses 3, 4 and 5.7 of these conditions, the Hirer will provide appropriate personnel to a) guide the pump during manoeuvring activities within the pump and washout position exclusion zone and b) guide supporting (mixer) vehicles into and from the discharge position whilst within the exclusion zone. The Hirer shall further arrange or ensure safe access and egress for the pump and supporting vehicles from the site entrance to the pump position exclusion zone and vice-versa.
- 5.11 The Hirer is responsible for planning the time taken to carry out the pour. If this is extended past normal working hours as defined in clause 1(h) of the CPA Model Conditions, provision must be made for relief operators. These must normally be booked in advance of the pour, with adequate written notice and any additional costs passed on to the Hirer.

## **6. GROUND CONDITIONS**

The Hirer shall provide and shall clearly indicate to the Owner's operator the suitable points where the Pump pipeline is to be set up. Without prejudice to Clause 7 of the CPA Model Conditions the Hirer shall be entirely responsible for the ground upon which the Pump is to traverse and set up. The Hirer shall be fully liable to the Owner for any damage to the Pump caused by ground conditions and shall indemnify the Owner and hold the Owner harmless against any liability, expense, loss or damage caused by ground conditions.

## **7. PUMP CAPACITY**

In the event that the Contract specifies a particular type of Pump, the Owner reserves the right to supply a suitable alternative Pump to that specified. Acceptance of the Pump on site shall be acceptance of the variation of the Contract in respect of the Pump supplied and the Owner shall have no liability to the Hirer in respect of that variation.

## **8. BLOCKAGES**

Any concrete blockage or chock either within the Pump machine or pipeline will not be construed as a breakdown under Clause 9 of the CPA Model Conditions and/or the Contract.

## **9. PREPARATION / COMPLETION OF PUMPING**

- 9.1 The Hirer shall allow the pump sufficient time, normally a minimum of, but not limited to, sixty minutes, before it is ready to commence pumping and to allow sufficient time after it has ceased the pumping operation to de-rig, wash out and prepare for travel. These periods of time will be charged at the working rate as agreed.
- 9.2 Concrete shall not be delivered to site until such time as the Pump operator deems that they are ready to commence pumping operations.
- 9.3 If the Pump is delayed in leaving the site, which is outside the Owner's control, this period will be charged at normal working rate to the Hirer.

## **10. INSURANCE**

The Hirer shall have adequate insurance to comply with its liabilities under the Contract. The Owner reserves the right at any reasonable time to require confirmation and evidence that the Hirer is complying with its insurance obligations.

## **11. DELIVERY AUTHORISATION**

The Hirer shall provide a competent person to sign any delivery docket presented in respect of the delivery of any concrete and/or materials pertinent to the pumping operation.

## **12. CONTINUING HIRE**

The Hirer's order is accepted on the basis that the Hirer will book their requirements on a daily basis in accordance with such arrangements as may from time to time be agreed between the Owner and the Hirer. One clear Working Day's minimum notice of cancellation is required, and the Owner reserves the right to charge the Hirer for any loss incurred due to insufficient notice being given.

## **13. ASSESSMENT**

Unless otherwise agreed the quantities of concrete pumped by the Pump shall be assessed (except to the extent that the Owner shall show that any such assessment is not reasonably accurate) by the reference (in the case of ready mixed concrete) to its supplier's delivery dockets and (in the case of site mixed concrete) to the quantity of concreting materials used by the Hirer and to the mix-proportions on which the Hirer has based his production of concrete. Where assessment is made by reference to mix-proportions the Hirer shall afford the Owner all such facilities as the Owner may reasonably require for the verification of quantities of material used and of the accuracy of the mix-proportion figures. Concrete mix designs that are not considered to be standard, for example but not limited to, Heavy weight/Steel fibre/High-strength/Rapid hardening/Low carbon, or very high-volume pours, may be assessed for additional costs after completion of the hire and additional charges levied to the Hirer.

## **14. WORKING DAY**

The Hirer shall be charged for the full Working Day, including any lunch and rest breaks taken by the Driver or Operator or any person supplied by the Owner.

## **RESPONSIBILITIES OF OWNER**

### **15. SAFETY**

The Owner shall be responsible for compliance with the Construction Plant-hire Association's Best Practice Guide for the Safe Use of Concrete Pumps and where appropriate British Standard 8476:2007 or subsequent amendments.

### **16. DELIVERY**

Any dates specified by the Hirer and/or the Owner for delivery of the Pump are estimates only and time for delivery shall not be made of the essence by notice. If no dates for delivery are so specified, delivery shall be within a reasonable time.